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Current Topics.

A Father's Right to Apply under the Guardianship of Infants Act.

A POINT under the Guardianship of Infants Acts, much debated (see LIECK and MORRISON'S "Matrimonial Jurisdiction of Justices," p. 176) whether the father has the right to apply to a court under the Acts has been definitely settled by s. 16 of the Administration of Justice Act, 1928, which gives all courts having jurisdiction to make orders under the Acts power to do so upon the father's application. The Act came into force on the 3rd of August last. It removes an anomaly from statutes which professed in terms "to establish equality in law between the sexes." We have never shared the view so complacently expressed by BLACKSTONE and many others, that woman has been the spoiled darling of the law, but in this particular the scales were certainly unfairly weighted in her favour. Fortunately mere man has not had to wait so very long for the balance to be redressed.

The Responsibilities of Printers.

MR. C. ADDINSELL, Deputy-Stipendiary of Liverpool, referred in a recent case to the value of the statute requiring the printer's name and address to be stated on leaflets. The defendant was charged on remand with dispersing, on two separate dates, certain documents not giving the required particulars, but as the contents of the documents were not in issue they were not read in court. The circulars had been offered in manuscript to a printer, but as they were apparently libellous he had doubted the authenticity of the footnote, viz.: "Printed and published by the Exchange Division Political and Historical Society." The printer therefore refused the order, but was afterwards handed two copies in their printed form by the defendant, who was accordingly charged with dispersing on that date. The second charge related to one printed copy handed to a youth in the employ of the printer who had refused the order. The defendant's case was that he had not printed or distributed the documents, and he denied all knowledge of the society, but he was fined £5 and £2 in respect of the two dates, and was ordered to pay £5 costs. It is to be noted that under the Newspapers, Printers and Reading Rooms Repeal Act, 1869, Sched. 2, every person who shall print any paper or book meant to be published or dispersed, and who shall not print upon the front or first or last leaf his name and place of business, shall forfeit for every copy not more than £5. There is a similar penalty for every person assisting in publishing or dispersing, but the information must be in the name of the Attorney-General or Solicitor-General. It was decided in *Key* v. *Bastin*, 1925, 1 K.B. 650, that the latter provision is a condition precedent, so that if the information is preferred by a police inspector the proceedings are null and void, and the court has no jurisdiction to amend the defect.

The Functions of Courts of Referees.

Mr. W. WINGATE-SAUL, K.C., the learned Umpire under the Unemployment Insurance Acts, is reported by a daily contemporary to have said that he does not get the assistance from the South Wales Court of Referees which he certainly gets from other courts. In a particular case he did not know whether the chairman disbelieved the applicant, or whether the chairman thought that if a man had not been employed for two years he had not made reasonable efforts to obtain employment. The Court of Referees were much better able to judge the evidence, as he (the Umpire) could not tell from a piece of paper whether the information given was accurate, but one could generally tell from watching a man whether he was giving evidence accurately. The status of the above courts was defined in *Collins* v. *Henry Whiteway & Co. Ltd.* 1927, 2 K.B. 378, in which the plaintiff sued her former employer for libel, viz., a charge of theft by reason of which her benefit was disallowed by the Court of Referees, but allowed by the Umpire, the magistrates having dismissed the case. The defendants contended that their letters were absolutely privileged, as in the case of communications to tribunals under the Military Service Act, 1916, but Mr. Justice HORRIDGE held that a Court of Referees discharges administrative functions only, and that communications to such a court are not absolutely privileged as would be the case if they were made to a judicial body. At the same time the learned judge pointed out that although such administrative duties need not be performed in court, it is nevertheless necessary to bring a judicial mind to bear upon the problems arising. It is noteworthy that in spite of the title "court," applicants are not entitled to be represented by counsel or solicitors, but only by their trade union officials. The press and public are also excluded, except relatives of the applicants.

Lord Durham's Matrimonial Tragedy.

THE DEATH of Lord DURHAM will recall to lawyers the very hard case of *Durham* v. *Durham*, 1885, 10 P.D. 80, in which the decision of Sir J. HANNEN virtually condemned his lordship, then a young man, versatile and popular, to a life-long legal celibacy. The facts of the case were simple. In 1882 the deceased Earl married a girl of considerable beauty, but she was not bright, and it was clear that, a few months after the marriage, she was hopelessly insane. Lord DURHAM accordingly petitioned for a decree of nullity of marriage on the ground of her insanity. There was expert evidence by doctors on both sides, but the judge decided to reject that of the three medical men called for the petitioner, and dismissed the petition, on the ground that the respondent, though her mental powers were low, did in fact understand the nature of the ceremony on the date of her marriage, and the duties and responsibilities which it created. In two subsequent cases on much the same lines, namely, *Jackson* v. *Jackson*, 1908, P. 308, and *Forster* (*otherwise Street*) v. *Forster*, 1923, 39 T.L.R., 658, the respective judges gave wife petitioners relief. Lord DURHAM'S case would have been a hard one in any country, but must have been peculiarly so in England, where he lived to see the growth of easy divorce practically by mutual consent among his own class by the production of an hotel bill, and, until 1923, a fake letter. The abolition of the need of this letter by the Matrimonial Causes Act of that year accelerated these divorces, but strong political forces prevented and still prevent the relief of those in the unfortunate position of the late Lord DURHAM.

Audible Consent as a Requirement for Marriage.

THE WEDDING of two deaf mutes at Merstham, of course perfectly legal, is a reminder that, contrary to a popularly accepted belief, audible response in the marriage ceremony is not a condition for its validity. Obviously, were it so, mutes would be incapable of matrimony. The law as to evidence of consent to marriage is laid down in *Harrod* v. *Harrod*, 1854, 1 K. & J. 4. In that case payment of a legacy, resisted by the defendants, depended on the legitimacy of the plaintiff, whose mother, the sister of one of the defendants, was a deaf mute. The defendants pleaded that she was mentally incapable of giving consent to marriage, and in fact did not do so. PAGE WOOD, V.C., held that she was capable of consent, and added, p. 16: "Though our law requires certain formalities to be complied with, such as the publication of the banns and the like, as regards the ceremony itself, it has never been held that repetition of the words of the marriage service is necessary. I have certainly known of cases of complete marriages in which the parties . . . have wilfully abstained from making the responses . . . when the hands of the parties are joined together, and the clergyman pronounces them to be man and wife, they are married, if they understand by that act they have agreed to cohabit together, and with no other person." The learned vice-chancellor also pointed out that, once a marriage has been celebrated, every presumption of the law is in favour of its validity. The mischief which would ensue if spouses could repudiate their marriages by pleading their own deliberate abstention from repeating certain words, while appearing to be bound by the ceremony, abundantly warrants this presumption.

Mechanised Tax Collection.

WE UNDERSTAND that, despite the strong protests in the press, the Commissioners of Inland Revenue are proceeding with the institution of central tax collecting offices in seven cities in England. The Board has no more legal power to control the collectors in these areas when they have been formed, than it has to control any other collectors, whether or not the appointments are vested in the local Commissioners. It would appear to us to be a wise step for the Board of Inland Revenue to stay its hand in this matter pending the re-assembly of Parliament when the whole question might be submitted to proper enquiry. Lord FITZWALTER recently remarked that those who lived in the country were very much struck with the way in which the tendency in late years had been to centralise everything, and to take away that local interest which formed the basis of a great deal of English government. He thought that foreign countries would give a great deal in order to arrange their taxation on the same local basis as in England. The Commissioners fulfilled a very useful purpose in giving confidence to the taxpayer that he had a fair chance to state his case and had not to go before a bureaucratic body in London to have his case considered. He felt it was a step in the wrong direction and an un-English proceeding to make any alteration in the local administration of our income-tax system. Public opinion certainly is against any change which may lead to the loss to the taxpayer of that softening influence which the locally appointed assessor-collector introduces into the taxing system of this country, and we hope the Board of Inland Revenue will take no steps which may later be regretted.

Liberty of the Subject.

THOSE WHO are specially interested in the ever-important topic familiarly called the "Liberty of the Subject" can be recommended to read a recent American work entitled "The Enquiring Mind," the author of which is a distinguished Professor of Law at Harvard. In addition to several thought-provoking articles on such matters as the open or "enquiring mind" in education and "The Economic Interpretation of Judges," there have been reprinted in the collection of articles which makes up the book discussions of all the decisions since 1920 of the United States Supreme Court directly affecting "civil liberties." The results of some of the decisions as presented by the author are truly amazing. Thus, to take only one example, the *Milwaukee Leader Case*, 255 U.S. 407 (in which was considered the construction of the statutes affecting mails) is said to enable "the Postmaster-General to suppress any newspapers which are unmailable on any ground . . . without any jury without any court . . . he can punish by extinction a periodical which ventures to discuss problems of sex and family life which he considers obscene, though many others may think them valuable." A striking feature of some of these cases is the extent to which the equitable process by injunction is resorted to instead of the ordinary machinery of the criminal law. The principle is this: Courts of equity have no power to prevent crimes as such. However, the State may get into equity as a property owner. What is still more important, a defendant may be injuring the public at large in a manner analogous to a private nuisance. Then the State may obtain an injunction, not only as a property owner, but also as the guardian of the health and general welfare of its citizens. These equitable proceedings are taken without a jury and are much more direct, and are determinable by a "preponderance of evidence": there need be no proof beyond a reasonable doubt. Wherefore their prevalence. It is not only by such cases and process that the liberty of the subject is curtailed; examples are given of some startling statutory prohibitions. An Oregon statute prohibits any text-book which "speaks slightingly of the founders of the Republic or of the men who preserved the union, or which belittles or undervalues their work." A Tennessee law (recently applied) punishes any teacher in a school or institution supported by public funds for teaching "any theory that denies the story of the divine creation of man as taught in the Bible, and to teach instead that man descended from the lower animals." These and many other statutory and judicial limitations on freedom of thought and action are discussed with an open mind in the collected articles referred to. They show wide points of divergence between the common and statutory law of England and America.

Industrial and Provident Societies.

THE INDUSTRIAL and Provident Societies (Amendment) Act, 1928, is intended to meet the decision of the House of Lords in *Biddulph and District Agricultural Society* v. *Agricultural Society*, 1927, A.C. 76. In that case the "Biddulph" Industrial Society had become, in 1914, a member of the "Agricultural" Society, and, having then between sixty and 100 members, had taken up, in accordance with the rules of the latter society, two shares, one for each fifty of its members. Subsequently, in 1918, the Agricultural Society amended its rules, as a consequence of which the Biddulph Society, as a member thereof, was further required to take up additional shares in the Agricultural Society, so as to make up its holding to one share for each of its own members, with additional shares in respect of its turnover, and also further to take up subsequently further shares respecting any increase in its own membership and turnover during the past financial year. The Biddulph Society took up the shares it was required to take forthwith, but subsequently refused to take up any further shares as was required by the altered rules. The House of Lords held that the Biddulph Society, at any rate, by reason of having taken up the additional shares on the basis of the altered rules, was bound to take up such further shares as well, by virtue of the provisions of s. 22 of the Industrial and Provident Societies Act, 1928, which provides, *inter alia*, that the rules of a registered society shall bind the society and all members thereof and all persons claiming through them respectively to the same extent as if each member had subscribed his name and affixed his seal thereto, and as if there was contained in such rules a covenant on the part of such member, his heirs, executors, administrators and assigns to conform thereto; the House of Lords being of opinion that this collateral contract did not conflict with s. 6 of the Act, which limits the liability of members of an industrial society to contribute in the winding up to the amount unpaid on their shares. As Viscount CAVE put it in his judgment (1927, A.C., at p. 85): "The obligation which it is sought to enforce here is not an obligation binding the defendant society to pay more than the statutory limit (imposed by s. 60), but it is a collateral obligation binding the plaintiff society to become the owner of further shares in respect of which it may be called upon to contribute and in respect of which contributions it will be entitled to the same limit as it was entitled to in respect of its former shares." A doubt was expressed, however, in that case, as to whether any subsequent alteration of the rules of a registered society requiring the members to subscribe for additional shares would be binding on a member who had not assented to the alteration, for it should be observed that in the above case there was no such subsequent alteration, the Biddulph Society having, by reason of their taking up the further shares, covenanted to take up additional shares in accordance with the amended rules which were then in force, and the position, therefore, might have been different if they had refused to take up the additional shares when they were first called upon to do so. However that might be, the Industrial and Provident Societies (Amendment) Act, 1928, now relieves a member of a society registered under the Industrial and Provident Societies Act, 1928, from all liability, to take or subscribe for more shares than the number held by him at the date of the registration of the amendment of the rules increasing the liability of its members to take up further shares, or to pay any sum exceeding the amount unpaid on the shares held by him at such date, or to contribute in any other way to the share or loan capital by virtue of such amendment, and he can only be made liable in such cases if his written consent to the amendment imposing such further obligations on him, as a member of the society, has first been obtained.

The imposing block of buildings in Chancery Lane representing the permanent home of The Law Society, is undergoing quite a transformation. The exterior is being cleaned and the buildings now stand out prominently. The electric fittings are also being overhauled and the "wires" encased in iron piping, the latter a very necessary precaution against fire.

Section 92 of the Companies Act, 1928.

CONSIDERABLE alterations in the Company law were advocated by the Greene Committee and have lately been adopted in the new Companies Act which received the Royal Assent on 3rd August. Companies are forbidden to traffic in their own shares (s. 16); greater protection is given to preference shareholders (s. 17); companies may issue redeemable preference shares (s. 18) and may issue shares at a discount (s. 37); the liability of directors for statements contained in an offer of sale is to be the same as for statements published in a prospectus (s. 32) and no application forms may be issued to the public unless they are accompanied by a prospectus (s. 33); no director or other officer may contract out of liability for negligence or breach of trust (s. 78); and share-hawking is prohibited (s. 92). This makes an imposing list of reforms but not all are to be put into force at once. All the provisions, save those contained in s. 92, are to come into force only on the appointed day (s. 118) and this appointed day will, of course, come after the Act consolidating the various Companies Acts has been passed. Section 92, which has been consistently advocated by THE SOLICITORS' JOURNAL, and which we are glad to see has not been postponed like the other reforms, has been in force since the passing of the Act, i.e., since 3rd August, and as it embodies an important reform in company law it may be useful to consider its provisions.

The object of the section is to prevent share-hawking. Thus sub-s. (1) renders it unlawful for anyone to go from house to house offering shares for subscription or purchase. So much for oral offers of shares. Sub-sections (2), (3) and (4) deal with written offers of shares. These sub-sections lay down that written offers of certain classes of shares to the public are unlawful unless made subject to certain restrictions. And before considering what these restrictions are we may note two things: (1) that the sub-sections only apply to offers to the general public; in other words, offers to stockbrokers, banks, insurance companies, trust companies and other persons whose ordinary business it is to buy or sell shares do not come within the ambit of these sub-sections, and (2) that the classes of shares referred to are only those which are *not* one of the following: (i) shares quoted on any recognised stock exchange, (ii) shares which a company has allotted or agreed to allot with a view to their being offered for sale to the public, (iii) shares offered for sale to persons with whom the person making the offer has been in the habit of doing regular business in the sale or purchase of shares. The restrictions to which written offers are made subject are these: if the company whose shares are being offered is incorporated outside Great Britain the offer must be accompanied by a prospectus: in the case of other companies the offer must be accompanied by a statement in writing which must contain certain particulars and which must be signed by the person making the offer and dated. The particulars required are set out in sub-s. (4) and need not be set out verbatim, but we may notice that the vital ones from the practical point of view are (1) the company's dividends for each of the three previous years, (2) the total amount of its outstanding debts, (3) the extent to which its shares are paid up, and (4) whether its shares are quoted on any recognised stock exchange. Sub-section (7) is the interpretation clause and extends the meaning of the word "shares" to include debentures and these mysterious things known as "units," which are not seldom the type of share the share-hawker deals in. Sub-sections (5) and (6) are penal, laying down the penalties, and the persons liable, for share-hawking. Sub-section (8) is procedural, enacting that the court which convicts for the offence of share-hawking may also declare the sale of shares void. This simplifies procedure as it renders unnecessary a separate action for rescission.

It is not possible to say before-hand what questions will arise on the construction of this very lengthy section. One at least will arise as to the meaning of "house" in sub-s. (1). The sub-section prohibits share-hawking "from house to house" and a negative definition of house is given to the effect that "the expression 'house' shall not include an office used for business purposes." Does "house" then include shop or factory? It is difficult to say.

Law and Literature.

In the past many of our national literary giants had some connexion, however slight, with the legal profession. Bacon was the head of our judiciary; Walter Scott was a member of the Scottish Bar; Dickens worked in a solicitor's office; whilst it has even been suggested that the immortal Shakespeare was a lawyer's clerk. That this association 'twixt law and literature is still strong is witnessed by the recent appearance of two novels—"Berrington," by Sir Edward (better known as Judge) Parry, and "Flash" (The C. W. Daniel Co.), by Judge Ruegg—the one an historical romance of the days of Jonathan Wild, the other a modern "thriller."

This is only the third novel which Judge Ruegg has given us, but Sir Edward Parry is a hardened and versatile wielder of the pen. Wide indeed is his field—plays, delightful fantasies for children which have become classics of the nursery, historical works, and reminiscences. Erudite is his style, merry the wit that characterises all his work. Take, for instance, the following passage from "Vagabonds All":—

> "We cannot be too grateful to Moses for the careful drafting of the Fourth Commandment, with its compulsory seventh day holiday. Nothing but a revolution would have wrung from any Government in modern times so great a blessing to mankind. Note, too, in the text that not only is the boss to take a holiday, but a statutory right to an equal holiday is conferred upon servants and cattle. If it were decided to-day that cattle included motor-cars, we could once more like Solomon say: 'Come, my beloved, let us go forth into the field; let us lodge in the villages.'"

Yet even Sir Edward is not guiltless of "howlers," for in "Berrington" he has perpetrated an anachronism by referring to the penny post a century before its introduction!

Lord Darling's wit is as pungent on paper as it was on the bench, as witness his many sparkling epigrams in "*Scintillæ Juris*," his earliest work. "The value of testimony is determined by a paradox," he writes, "for that which costs much is worth little, while that given freely is without price." Drily humorous is his advice to cross-examining counsel: "Never torture a witness longer than he will wriggle in lively fashion; for it is not the pain, but the contortions of the victim which amuse lookers-on." It is, however, as a poet that Lord Darling excels; he can be light or affect the grandiose with equal charm, his only fault being a tendency towards obscurity.

Most versatile of all literary judges, of course, is Lord Birkenhead, whose legal and political treatises are legion, and who is the author of a history of Newfoundland, a history of the Indian Corps in France, two volumes of American travel, translations of the Greek Classics, and countless books on English judges, famous trials and legal anecdotes. Lord Hewart, who, like Lord Merrivale, started life as a journalist, is writing a book; whilst Mr. Justice Maugham brought out in the early summer an interesting volume on the historic mystery of Jean Calas. Curiously enough, Mr. Justice Romer, although a descendant of Punch's immortal Mark Lemon, has not yet sought his literary spurs.

Literary activity is not, of course, confined to the bench. Some, such as John Galsworthy and St. Loe Strachey, have forsaken the Bar to become "best-sellers," but it still possesses playwrights in Sir Patrick Hastings and E. G. Hemmerde, and writers of serious books in Hon. Stephen Coleridge and E. S. Roscoe, Registrar of the Admiralty Court. A. P. Herbert, the humourist, is also a barrister.

The solicitor branch of the profession has at the moment the smallest representation in the literary world. Lord Riddell was a London solicitor before forsaking the law for journalism, and Arnold Bennett once worked in a lawyer's office, but of solicitors still on the Rolls we know of none who has strayed seriously beyond the paths of technical works with the exception of Stanley J. Rubinstein, the author of "Bubbson" (Jarrolds), published a few years ago.

That pen and wig should run in partnership is a matter for congratulation; our law and our literature are the most lasting monuments the English nation possesses, and the profession may pride itself on the mark which it has left, is leaving, and will leave on both.

Landlord and Tenant Act, 1927:

Compensation for Improvements.

By Mr. S. P. J. MERLIN, Barrister-at-Law.

(*Continued from page* 576.)

II.—THE POSITION OF A LANDLORD.

When dealing with the provisions of the Landlord and Tenant Act, 1927, relating to a tenant's right to compensation for improvements, I endeavoured to set out, in general terms, the circumstances in which a tenant would be entitled to effect improvements and to recover compensation for them under this branch of the Act.

In this article an attempt will be made to enumerate, again in general terms, the safeguards which ss. 1, 2 and 3 of the Act provide to ensure that injustice shall not result to the landlord in connexion with improvements made—possibly very much against his will—on his property.

The main limitations on a tenant's right to compensation are to be found in s. 2 of the Act, wherein it is in effect laid down that a tenant shall not be entitled to claim—

> (1) In respect of any improvement made before the commencement of the Act; or
>
> (2) In respect of any improvement made in pursuance of a statutory obligation, or one which the tenant was under an obligation to make in pursuance of a contract entered into, whether before or after the passing of this Act, for valuable consideration, including a building lease; or
>
> (3) In respect of any improvement made less than three years before the termination of the lease; or
>
> (4) If within two months after the making of the claim for compensation the landlord serves on the tenant notice that he is willing and able to grant to the tenant a renewal of the tenancy on such terms as failing agreement the tribunal may consider reasonable.

In addition to the above provisions, further safeguards for lessors will be found in sub-ss. (2) and (3) of s. 2, which are as follows:—

> "In determining the amount of such net addition as aforesaid, regard shall be had to the purposes for which it is intended that the premises shall be used after the termination of the tenancy, and if it is shown that it is intended to demolish or to make structural alterations in the premises or any part thereof or to use the premises for a different purpose, regard shall be had to the effect of such demolition, alteration or change of user on the additional value attributable to the improvement, and to the length of time likely to elapse between the termination of the tenancy and the demolition, alteration or change of user.
>
> "In the absence of agreement between the parties, all questions as to the right to compensation under this section, or as to the amount thereof, shall be determined by the

tribunal hereinafter mentioned, and if the tribunal determines that, on account of the intention to demolish or alter or to change the user of the premises, no compensation or a reduced amount of compensation shall be paid, the tribunal may authorise a further application for compensation to be made by the tenant if effect is not given to the intention within such time as may be fixed by the tribunal."

It may be seen from the above provisions that the policy of the Act has been to give the tenant compensation for those improvements—and those only—which benefit the landlord at the end of the lease. It has throughout, as here, closely guarded the landlord from any undue liability to pay for improvements which do not actually enure for his advantage. In other words, the landlord is not compelled to pay for improvements which are useless to him, by reason of the fact that he intends to demolish or alter the premises, or change their user.

If the landlord utilises the improvements partially or wholly he will pay what the tribunal considers proper in the circumstances. But the Act is not founded on the basis of providing the tenant with compensation for all the improvements he may make irrespective of whether they have advantaged the landlord. The measure of the tenant's right to compensation is the value of the advantage he has handed over to the landlord at the end of the tenancy, and generally speaking it is only where the landlord is able to reap what the departing tenant has sown that the landlord will have to pay.

Amongst other cases contemplated by these sub-sections are genuine conversions and developments of property (frequently arranged when a number of leases of adjoining properties concurrently fall in) in which old, small and inconvenient premises will be demolished and large blocks of shops, offices or flats will be put in their place. It is obvious that such " improvements " as existed in old premises such as would be demolished here would not be of any benefit to the landlord, and under these provisions he is exempted from liability to pay for them, and the tenant in these cases loses the right—which would otherwise exist—to receive compensation.

The insertion of these terms has been attacked in some quarters as providing an inducement for the landlord to arrange a change of user and so possibly extinguish or reduce his liability to pay compensation for the tenant's improvements. Such cases are not likely to occur often except possibly in those instances where landlords are induced by offers of a high rent to grant " reversionary leases " to owners of multiple shop businesses carrying on a different trade (with a consequent change of user) to that of the tenant who is dispossessed. Section 15 of the Act has important provisions in relation to reversionary leases granted before the passing of this Act.

Put briefly, the position of a landlord when he receives a claim for compensation for improvements from his tenant is this: He may admit it or he may contest it before the tribunal; or he may offer, as an alternative to the payment of compensation, a renewal of the tenancy to be granted on such terms and for such time as the tribunal, having regard to all the circumstances, consider fair and reasonable.

The next article will deal with a landlord's right in certain cases to object to the making of any proposed improvements, and the procedure and notices which are prescribed relative to these matters.

(*To be continued.*)

MARRIAGE SETTLEMENTS.

It may interest the profession to know that draft forms of Marriage Settlements, settled by Sir Benjamin Cherry, LL.B., are now on sale. They are published by The Solicitors' Law Stationery Society, Limited, 22, Chancery Lane, W.C.2, and branches.

Rebutting a Claim to a Public Right of Way Across Private Land.

By H. A. HILL.

It frequently happens that solicitors are called upon to advise in cases where the local authority has set up a claim to a public right of way (usually a footpath) across private land. A recent example of such a claim is to be seen in *Boultwood* v. *Paignton U.D.C.*, 1928, 92 J.P. 98. The object of this article is to indicate briefly the nature of the rebutting evidence, which, if possible, should be procured, if the claim is to be successfully resisted.

Whenever such a claim is set up, before definitely joining issue, it is advisable to write a friendly letter to the clerk to the local authority, asking him to state the grounds upon which the claim is based, whether upon documentary evidence or otherwise; if upon documentary evidence, leave to inspect the same should be requested. As a general rule, it will be found that the claim is based upon long continuous user as far back as living memory goes and reputation, the issue being complicated by occasional acts of interruption by the various owners.

Now, where there has been evidence of user by the public so long and in such a manner that the owner of the fee, whoever he was, must have been aware that the public were acting under the belief that the way had been dedicated and has taken no steps to disabuse them of that belief, it is not necessarily conclusive evidence, but evidence on which those who have to find the fact may find that there was a dedication by the owner: *Mann* v. *Brodie*, 10 A.C., 1885, 378 H.L. In thinly populated districts a small amount of user by the public may suffice to establish dedication: *Macpherson* v. *Scottish Rights of Way and Recreation Society*, 1888, 13 A.C. 744 H.L. If user cannot be controverted, then, if possible, it should be accounted for. In *Thornhill* v. *Weekes*, 1914, 78 J.P. 154, Astbury, J., held "that a very large part of the user was easily accounted for by the knowledge of the servants and the friendship the residents and the plaintiff had for the people in the villages." In the same case the learned judge said: "And I think the extent of the owner's acquiescence must in such case be a material question as to user, but much less cogent if such user is intermittent or small, or if the owner is non-resident, especially if there be no permanent bailiff or servants living on the spot. I also think that the user may be referable to licence where it is by people living in a hamlet, and it is necessary in each case to examine the surrounding circumstances to arrive at a conclusion. In some cases user may be ascribed to tolerance on the part of the owner. For instance, in permitting persons to stray along the cliff edge or wander down the cliff face or stroll along the foreshore, the owner of the land may merely be permitting that which is no injury to him and the refusal of which would be a churlish and unreasonable act on his part (cf. *Behrens* v. *Richards*, 1905, 2 Ch. 614, at p. 620, and *Blount* v. *Layard*, 1891, 2 Ch. 681n, 691n.) The local authority must prove user of the path as a highway, that is, for the purpose of getting from one public place to another: it will not suffice to prove user *merely* for purposes of pleasure: *Behrens* v. *Richards*, *supra*; cf. *Sandgate U.D.C.* v. *Kent C.C.*, 1898, 79 L.T. 425.

In *A.-G.* v. *Antrobus*, 1905, 2 Ch. 188, Farwell, J., ascribed the user of a track across Salisbury Plain for the purpose of visiting Stonehenge, to tolerance on the part of the owner of the soil and refused to infer dedication. The court is also slow to infer dedication from user of one or more tracks across land lying idle pending building development: *Robinson* v. *Cowpen Local Board*, 1893, 63 L.J.Q.B. 235; *A.-G.* v. *Sewell*, 1918, 120 L.T. 363; 83 J.P. 92. Again, if it can be shown that user has not been confined to one definite track, but that the public have wandered about as they pleased, the court may refuse to infer dedication: *Chapman* v. *Cripps*, 1862, 2 F. & F. 864, N.P., and *Schwinge* v. *Dowell*, 1862,

2 F. & F. 845, N.P. In the case of a road originally set out as an occupation road the degree of user by the public is more narrowly watched than in a case where the way has never been private: *R.* v. *Bradfield* (*Inhabitants*), 1874, L.R. 9 Q.B. 552; *A.-G.* v. *Godstone R.D.C.*, 1912, 76 J.P. 188.

ACTS OF INTERRUPTION.

It is recognised by the courts that a single act of interruption on the part of the owner is of much more weight than many acts of enjoyment: *Poole* v. *Huskinson*, 1843, 11 M. & W. 827; *Chinnock* v. *Hartley Wintney R.D.C.*, 1899, 63 J.P. 327. A careful inquiry should therefore be made with a view to adducing evidence of such acts. The acts of interruption, however, should be referable to an intention to exclude the public: *Coats* v. *Herefordshire C.C.*, 1909, 2 Ch. 579; *A.-G.* v. *Hemingway*, 1916, 81 J.P. 113; such as the erection of a fence or gate across the line of an alleged highway. For a case in which the cumulative effect of numerous acts of ownership outweighed user by the public, see *A.-G.* v. *Lindsay-Hogg*, 1912, 76 J.P. 450. It must be borne in mind, however, that evidence of a gate being kept across a way is not conclusive that the way is not a public way, for the way may have been dedicated to the public subject to a right to keep the gate there, to prevent cattle from straying: *Davies* v. *Stephens*, 1836, 7 C. & P. 570, N.P. Likewise a public footpath may have been dedicated subject to a right to plough it up.

In the case of *Boultwood* v. *Paignton U.D.C.*, *supra*, counsel (Vaisey, K.C.) for the local authority contended that notwithstanding an act of interruption extending over a long period, the court was at liberty to infer dedication from user prior to the act of interruption, applying the maxim "once a highway, always a highway." Romer, J., agreed that this contention was sound in law: *Young* v. *Cuthbertson*, 1854, 1 Macq. 455, H.L.; *Openshaw* v. *Pickering*, 1912, 77 J.P. 27; *South Eastern Railway Co.* v. *Warr*, 1923, 21 L.G.R. 669, C.A. In making investigations regarding acts of interruption care must be taken to inquire further than the erection of a gate or fence. It may well be that upon the erection of such fence or gate members of the public broke down the same and if the owner failed to take legal proceedings or replace the obstruction, this might be regarded by the court as an acknowledgment of the existence of the right of way: *Roberts* v. *Karr*, 1808, 1 Camp. 262n; *Kensington Surveyors* v. *Whyte*, 1837, 1 J.P. 157; *Shearburn* v. *Chertsey R.D.C.*, 1914, 78 J.P. 289.

The Organisation of a Solicitor's Office.

(*Continued from p.* 605.)

V.

Solicitor's Desk.

It is surely a mistake to crowd (with papers) tables and desks in active use, except for a merely temporary purpose. Solicitors, and also senior clerks, require as much as possible of their tables for writing, or for spreading out papers on which they are working or textbooks or reports in which they are looking up some point. Yet how often does one meet practitioners who sit all day in supreme discomfort at a table choked up with papers, many of which are not in present use at all.

Apart from the obvious objection from a personal point of view, is not this system open to criticism on the ground that legal papers should, as a general rule, be kept out of sight as much as possible, and clients have a right to object if papers relating to private matters are unnecessarily exposed to the view of anyone who happens to enter the particular office.

The writer has, after many years' consideration of this question, formed the opinion that there is nothing more calculated to reduce and minimise the inevitable sense of worry and strain during abnormally busy periods than to have one's desk reasonably clear and free from piles of papers. The presence of such papers accentuates the feeling of overwork and anxiety, and no apology is advanced for stressing the great importance of sound and calculated organisation as regards the care of desks and writing tables.

Banking Arrangements.

There is an obvious and oft-emphasised objection to a solicitor mixing clients' money with his own, and it is not considered necessary to enlarge upon this.

Many practitioners, however, pay both their own and their clients' moneys into the same banking account, but separate them by means of correct bookkeeping as rigidly as if such moneys were kept in entirely different accounts, and they keep themselves informed of the state of the account as between their own and their clients' moneys, and under no circumstances touch the latter until they have ceased to possess their distinctive or trust character.

Normally, however, separate banking accounts should be opened and transfers made from "Clients" to "Personal" account from time to time as circumstances dictate.

Bookkeeping.

The system of bookkeeping will be largely determined by the extent of the practice. In all cases, however, it is essential that double entry method of accounting be adopted, as it is difficult to ensure accuracy by any other system.

For the ordinary practice it is possible to devise a columnar cash book with a supplementary column for costs, from which the solicitor can ascertain with very little trouble the exact position of affairs in this respect.

The general question of "Costs" has already been considered, but a recommendation is recorded as regards the preparation of the settled bill of costs in triplicate, so as to enable the original to be sent to the client, the first copy to be retained by the cashier and the second to be placed by the solicitor with his file of papers. This arrangement enables the cashier to check outstanding bills of costs each month, and enables suitable reminders to be sent to the clients concerned.

Before, however, a bill of costs is settled, it should be passed to the cashier, who, by reference to his cash book and ledger, will ensure that all outpayments have been included in the account. He will then enter the profit costs in the supplementary column of the cash book and debit the client's account accordingly. The outpayments will have been similarly debited and the bill can then be settled.

Petty Cash.

So far as petty cash is concerned, it is desirable to obviate multitudinous entries in the cash book proper. It is, therefore, advisable to utilise a petty cash book, which can be operated as follows: The cashier advances (say) £10 to a responsible clerk, who makes all petty disbursements. These payments are analysed at the end of a month and duly checked, and the respective totals entered in the cash book to the debit of the various accounts concerned.

Taking Instructions.

As solicitors have on several occasions found themselves occupying the position of defendants in actions of negligence and charged with all manner of improper acts in direct connexion with the taking of instructions, this appears to be a subject which merits attention, though it is difficult to avoid lapsing into platitudes.

Too much care cannot be exercised to ensure that the instructions are taken accurately and there should be no room for doubt afterwards as to what was said or meant, especially in a matter of difficulty or complication.

A note of the instructions taken down at the time may generally be relied upon, but there is always a risk of the client challenging the solicitor's memoranda and notes.

It is usually impracticable to ask a client to initial his instructions, and for this reason it is urged that, if there is

likely to be any misunderstanding or controversy at any future time, a letter should be written to the client as soon as possible putting on record the instructions upon which the solicitor proposes to act. It is extremely difficult for the client to challenge what was said or understood unless he joins issue upon the terms of the confirmatory letter which is sent to him.

The advantage of this simple but effective procedure is not appreciated so much as it should be, particularly when one realises the necessity of reducing to a minimum note-taking in the presence of the client. It is not easy to concentrate one's attention upon the pros. and cons. of a matter if one is trying to take down notes of a detailed nature, and the exhaustion of a client's patience by too much elaboration of writing is a factor which cannot be ignored. It need hardly be said that steps should always be taken to confirm instructions of an important nature if these should be received from an agent, particularly if a settlement or will is concerned.

Reference to wills brings to mind the desirability of having drafts formally executed as soon as possible, even though it is necessary that they should receive further consideration. As soon as a draft will, which substantially records the latest wishes and desires of one's client, has been prepared, it should be executed with the customary formalities in the presence of two witnesses, owing to the possibility of death occurring in the interim between such time and the date when a settled engrossment is ready for signature.

Completions.

The procedure to be adopted at completions is not a matter which falls within the strict ambit of an article on the organisation of a solicitor's office, but there are one or two practical points which might advantageously be noted.

In view of the length of time which often elapses between the signing of the contract or from the submission of requisitions and the date of actual completion, it is a good plan to endorse on the contract a short note of the various outstanding points in connexion with the requisitions on title, the deed itself or the actual completion.

The busy practitioner or managing clerk may easily forget the details of a complicated conveyancing matter during the interim between the contract or requisitions and formal completion, and it obviates a great deal of unnecessary perusal if this systematic method is adopted. The contract lends itself to endorsements of this nature, as it ultimately becomes merged in the conveyance or other relevant deed, and it is invariably filed away with the papers.

The question of receipts for deeds is one which merits attention, owing to the advantage of adopting a form of receipt which can readily and conveniently be filed away.

The writer has found a system of card receipts (about the size of a large postcard) quite satisfactory, as it is usually sufficient to schedule the main and more recent documents, and to refer to earlier title deeds in a more general way, for example, "earlier Deeds dated respectively . . . " It is extraordinary what a large number of documents can be entered on a small card receipt of this nature, which is very convenient for the purpose of filing, and the reverse side of such card is used for the name of the client or title of the matter, so that all such cards can afterwards be indexed alphabetically.

This method has the disadvantage of not providing a duplicate receipt to keep with the deeds themselves, but there is usually no necessity for such a duplicate receipt.

(To be continued.) H.

NOTE.—The previous articles appeared in our issues of 23rd June, 30th June, 14th July, and 15th September, and copies of these can be obtained at the offices of THE SOLICITORS' JOURNAL, 29, Breams Buildings, E.C.4.

A Conveyancer's Diary.

Power of Trustees to Appoint one of Themselves Agent: T.A., 1925, s. 23 (1).

The Trustee Act, 1925, s. 23 (1), provides that: "Trustees or personal representatives may, instead of acting personally, employ and pay an agent, whether a solicitor, banker, stockbroker, or other person, to transact any business or do any act required to be transacted or done in the execution of the trust, or the administration of the testator's or intestate's estate, including the receipt and payment of money, and shall be entitled to be allowed and paid all charges and expenses so incurred, and shall not be responsible for the default of any such agent if employed in good faith."

The question may well arise in practice whether two or more trustees can appoint one of their number to be an agent under the above sub-section, or whether such trustees should only appoint as agent some one not of their number.

It will be observed that the sub-section itself contains no express prohibition of the appointment of a co-trustee as agent; the expression "or other person," must be taken to refer to "solicitor," "banker," etc., and cannot reasonably be taken to refer to some person other than the trustees or the personal representatives: see and cf. *Williams* v. *Golding*, 1865, L.R. 1 C.P. 69.

But the words "instead of acting personally" point rather to the view that the sub-section only contemplates the appointment of persons other than the trustees themselves. They cannot, however, by any means be described as concluding the point.

Nor can the sub-section be said to contain a general and overriding implied prohibition. It is true that it authorises the *payment* of an agent employed under the section, and that there is a rigid rule of equity that trustees are not allowed to make any profit out of their trust. But even so, that would not render the sub-section inapplicable to the gratuitous agency of a co-trustee.

In the circumstances, the pre-1926 position of a trustee who is appointed to be the agent of his co-trustees merits close examination.

In *Home* v. *Pringle*, 1840-1, 8 Cl. & F. 264, estates in Scotland had been conveyed to trustees by a trust disposition containing a remuneration clause and a power for the trustees "to name and remove factors from time to time and to pay their salaries, etc." The trustees appointed one of themselves to be factor with a salary. In the course of his judgment Lord Cottenham observed, *ib.*, at p. 288: "In England, the appointment of one of the trustees to act as receiver and manage the property and collect the rents would not *per se* make the other trustees responsible for his acts; but it would make the trustee so appointed the agent of the other trustees for those purposes and render them responsible for his acts, so far as they would have been responsible for the acts and receipts of a stranger appointed to such office, but not otherwise."

There seems, in Lord Cottenham's view, to have been no obstacle to the appointment of a co-trustee to be agent where there was a general power to appoint and remunerate an agent.

But where there was no power to appoint agents, a co-trustee acting for the other trustees would be treated as a trustee and not as the agent of his co-trustee: see *Re Fryer*, 1856, 26 L.J. Ch. 398. In fact, where there is no power to appoint an agent it is the duty of trustees to receive purchase money personally, and to prevent one of themselves having exclusive control over trust money: *Flower* v. *Metropolitan Board of Works*, 1884, 27 Ch. D. 592, 597, the decision in which (as is pointed out in 2 Wolst. & Cherry, p. 379) was met by the T.A., 1893, s. 17 (now T.A., 1925, s. 23 (3)).

To summarise, the position seems to be as follows:—

(1) Section 23 (1) gives trustees a general power to appoint agents.

(2) It would seem from *Home* v. *Pringle*, *supra*, that a general power to appoint agents authorises the appointment of a co-trustee as agent.

(3) Section 23 (1) authorises the payment of an agent appointed under it. It is extremely doubtful whether the court would in the face of the established rule that trustees should not be allowed to make a profit out of their trust, go as far as to construe that provision to involve the power of remunerating a trustee where the trust instrument contains no express power to charge or remunerate.

(4) The section may reasonably be taken to authorise the appointment of a co-trustee to act gratuitously.

In the circumstances it does not seem advisable in practice to act on the assumption that a trustee can be appointed to act as agent for his co-trustees.

Landlord and Tenant Notebook.

Keeping in Good Repair and Condition (Reasonable Wear and Tear Excepted).

Although the case of *Haskell* v. *Marlow*, 44 T.L.R. 171, arose out of a will, the rulings of the Divisional Court in that case would equally apply for the purpose of determining the liability of a tenant under a covenant contained in a lease or tenancy agreement to keep premises "in good repair and condition (reasonable wear and tear excepted)."

The main question in *Haskell* v. *Marlow* was whether a person would be liable under such a covenant if, while doing nothing actively to injure the property, he did but little to counteract material decay. There was no doubt that the premises had in that case been allowed to get into a very bad state of disrepair from the point of view of the internal decorations and the outhouses, but this condition of things had, on the other hand, been brought about not by any active acts of destruction on the part of the tenant for life, but by her neglect during a long period of time to take any steps to prevent the natural process of decay.

The Divisional Court held that a breach of the covenant had been committed and that the tenant for life was not protected by the exception with regard to "wear and tear."

Curiously enough there is no previous authority in which the effect of the exception with regard to reasonable wear and tear has been fully considered.

On the one hand, it is clear that the exception is not mere surplusage; it does affect the extent of the main covenant to which it is attached, but it is the extent to which the main covenant is thereby affected that it is most difficult to estimate. Thus in *Terrell* v. *Murray*, 17 T.L.R. 570, where the effect of a covenant to deliver up a house "in as good repair and condition as it is now in, reasonable wear and tear excepted," was being considered, Mr. Justice Bruce did not agree with the contention that no meaning ought to be given to the words at all.

On the other hand, such cases as *Gutteridge* v. *Maynard*, 7 C. & P. 129, *Mantz* v. *Goring*, 4 Bing. N.C. 451, and *Scales* v. *Lawrence*, 2 F. & F. 289, indicate that, while some meaning is to be attached to the words of the exception, these words do not make any serious inroad into the extent of the liability to repair under the main covenant to which it is attached.

The judgments in *Haskell* v. *Marlow*, however, may go a long way to making clear the meaning of the exception. Thus Talbot, J., said: "Reasonable wear and tear means the reasonable use of the house by the tenant and the ordinary operation of natural forces. The exception of want of repair due to wear and tear must be construed as limited to what is directly due to wear and tear, reasonable conduct on the part of the tenant being assumed. It does not mean that if there is a defect originally proceeding from reasonable wear and tear the tenant is released from his obligation to keep in good repair and condition everything which it may be possible to trace ultimately to the defect. He is bound to do such repairs as may be required to prevent the consequences flowing originally from wear and tear from producing others which wear and tear would not directly produce. For example, if a tile falls off the roof, the tenant is not liable for the immediate consequences; but if he does nothing and in the result more and more water gets in, and the roof and walls decay, and ultimately the top floor or the whole house becomes uninhabitable, he cannot say that it is due to reasonable wear and tear and that therefore he is not liable under his obligation to keep the house in good repair and condition."

Our County Court Letter.

LIABILITY FOR DANGEROUS BUILDINGS.

In the recent case of *Birmingham Corporation* v. *King*, the plaintiffs claimed a total sum of £7 13s. 4d., being the cost of watching certain dangerous buildings owned by the defendant. His Honour Judge Dyer, K.C., stated that the claim was innocent-looking, but really concealed an interesting point. At premises in Pope Street a boundary wall had become dangerous to the public; at premises in Sycamore Road a chimney had practically or partially collapsed, thus becoming dangerous; and also at premises in Pope Street another stack had collapsed, thus becoming a danger to the public. In each case the plaintiffs stationed a watchman at the premises to see that no harm came to the public, and it was alleged that the charges were recoverable. No instances had been furnished of previous actions on the same lines by a corporation against individuals, and there appeared to be no direct authority upon the matter. His Honour held that the charges did not fall within the ambit of the Towns Improvement Clauses Act, 1847, s. 83, and the action therefore failed.

The above section provides that "if any building, or hole or any other place near any street be, for want of sufficient repair, protection or inclosure, dangerous to the passengers along such street, the commissioners shall cause the same to be repaired, protected or enclosed, so as to prevent danger therefrom; and the expenses . . . shall be repaid to the commissioners by the owner of the premises . . . and shall be recoverable from him as damages." This section was construed in *Wilson* v. *Halifax Corporation*, L.R. 3 Ex. 114, in which the facts were as follows: The action was brought by an administratrix under Lord Campbell's Act, her case being that (1) a certain goit, hole or place near to a certain street in the borough was, for want of sufficient repair, protection and enclosure, dangerous to passengers along the street; (2) it was the duty of the defendants to cause the same to be repaired, protected or inclosed so as to prevent the same from being dangerous to passengers; (3) through their neglect the deceased fell into the goit and was drowned. Chief Baron Kelly stated that, as regards the cause of action based upon s. 83, *supra*, the court considered that the goit into which the deceased fell was not a "hole or other place" within the meaning of the section, which is the last of a series beginning with the 79th, and headed "Precautions during repairs." It was accordingly held that the holes and places referred to in the section were holes and places arising or exposed during the construction and repair of the sewers, streets and houses of the town, and the action was dismissed. Adverting to the first-named case, *supra*, it follows that the charges are only recoverable in cases where the building has become dangerous during the progress of repairs which have been undertaken in pursuance of the statute.

The procedure for preventing injury to the public is laid down by s. 75, which provides that if any building be deemed to be in a ruinous state, and dangerous to passengers, the surveyor shall immediately cause a proper hoard or fence to be put up and notice to be given to the owner. On three

days' default by the owner, the surveyor may issue a summons and obtain a magistrates' order for the repairs to the buildings, which may be carried out by the local authority on the owner's neglect to comply with the order. The section further provides that the expenses of putting up every such fence, and of repairing the building, shall be paid by the owner, and on his neglect or refusal to pay the same, such expenses may be levied by distress on a magistrate's warrant under s. 76. These expenses must be recovered from the date of the demand and refusal, in accordance with the Summary Jurisdiction Act, 1848, s. 11. The foregoing provisions of the Towns Improvement Clauses Act, 1847, are incorporated in the Public Health Act, 1875, by s. 160 of the latter Act. It was held, however, in *Usk U.D.C.* v. *Mortimer*, 90 L.T. 25, that three months need not elapse between the date of the demand and the commencement of the proceedings for the recovery of such expenses, as s. 257 of the Public Health Act, 1875, only applies in cases of apportionment.

Practice Notes.

THE BOUNDARIES OF VILLAGE GREENS.

A QUESTION as to the extent of a village green was considered in the recent case of *Gill* v. *Harrison* at Evesham, the defendant being summoned for that between 2nd July and 22nd August he had laid building material on Broadway village green and had taken turf and soil therefrom. There was a preliminary objection to the jurisdiction, but the magistrates decided to hear the evidence. The case for the complainant, the clerk to the Broadway Parish Council, was that for the purpose of making a road to a new garage, the defendant had removed part of a stretch of greensward running through the village in detached portions on both sides of the highway. The usual presumption was that the greensward at the side of the highway belonged to the owner of the adjoining property, although he could not enclose it. It was not claimed that the parish council owned the land, nor that there had been a trespass, but the submission was that the council had statutory rights to prevent interference with the greensward, which was claimed to be part of the village green. The origin of the green was lost in the mists of antiquity, but the council considered that the associations and traditions of such an old-world village were worth preserving for future generations. The complainant's evidence was that one of the council's employees attended to the village green proper, and also to the detached portions, of which the disputed strip formed part. There had been no objection when a strip of greensward was removed for road-widening in 1898, and the green and detached portions had been let at fair time in return for tolls, which had been collected by the council and by no one else. The council had refused permission to the defendant to cut a road, having previously received a petition of objection from property owners. In cross-examination the complainant stated that the owners of the houses, and not the council, repaired a horse road separating the houses from the greensward and highway. A crazy-paved path had also in recent times been laid across the sward without the council's permission, but as regards a path outside another private house, the owner had lived in the village for fifty years, and the path was made before the formation of the council. Corroborative evidence was given by old inhabitants to the effect that the sward had always been maintained by the parish council. The defendant pleaded a *bonâ fide* claim of right, and the bench upheld the objection and dismissed the summonses for lack of jurisdiction, but agreed to state a case.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W. 9.

Reviews.

Moneylenders' Tables. Sir WILLIAM SCHOOLING, K.B.E. Demy 8vo. pp. vii and 99. 1928. Longmans, Green and Co. Limited. 15s. net.

This little volume should prove invaluable to all concerned in moneylending transactions and particularly those interested in obtaining relief from harsh and unconscionable bargains. Sir William condemns the method of calculating the interest laid down by the Act which he argues is at variance with generally accepted ideas of the subject. The Act, however, is on the Statute Book and as its provisions must be applied, the tables which the author lucidly explains should be of great service not only to lenders and borrowers, but also to members of the legal profession called upon to advise.

The London County Courts Directory. Containing the Streets and places in the City and County of London with their County Court Districts, for the guidance of the officers of the courts, and the public generally, compiled from official sources by the County Courts' Branch of the Lord Chancellor's Department. 5th Edition. 1928. Royal quarto. pp. 114. H.M. Stationery Office. 7s. 6d. net.

Index to the Parishes, Townships, Hamlets and Places contained within the Districts of the several County Courts in England and Wales. 6th Edition. Compiled by the County Courts' Branch of the Lord Chancellor's Department. 1928. Royal quarto. pp. 191. H.M. Stationery Office. 10s. 6d. net.

These two publications again make their appearance and will doubtless be welcomed by all engaged in county court work. The tables are complete and have evidently been prepared with that skill and care which is usually bestowed upon the various publications of the Stationery Office. H.

Books Received.

The Students' Conflict of Laws. Being an Introduction to the Study of Private International Law, based on Dicey. E. LESLIE BURGIN, LL.D. (Lond.), Solicitor, formerly Principal and Director of Legal Studies to The Law Society (Author of "Administration of Foreign Estates"); and ERIC G. M. FLETCHER, LL.B., B.A. (Lond.), Solicitor. Royal 8vo. pp. xvii and 336 (with Index). 1928. Stevens and Sons, Ltd. 20s. net.

Building Societies Year Book, 1928. Official Handbook of The National Association of Building Societies. Compiled and Edited by GEORGE E. FRANEY, O.B.E. Large crown 8vo. pp. 407. With Foreword by The Right Hon. Viscount CECIL OF CHELWOOD, P.C., K.C. Reed & Co, 37., Cursitor-street, E.C.4.

Obituary.

MR. E. H. BARCHARD.

Mr. Eustace Heywood Barchard, solicitor, 42, Gracechurch-street, E.C.3, Principal Legal Adviser to Lloyds Bank Ltd., and formerly a member of the firm of Messrs. Janson, Cobb, Pearson & Co., of 22, College-hill, E.C.4, died at Wimbledon on the 29th July, at the age of fifty-five. Mr. Barchard was admitted in January, 1900, and was a well-known authority on banking law. He had attended, as an expert, conferences, in Geneva, under the auspices of the League of Nations, upon the subject of drafting a code for assimilating the different continental laws regarding bills of exchange and cheques. Mr. Barchard was a member of The Law Society. H.

LORD TERRINGTON STRUCK OFF THE ROLL.

Lord Terrington has been struck off the roll of solicitors by order of the Committee constituted under the Solicitors Acts.

Last June Lord Terrington was sentenced to four years penal servitude at the Old Bailey for the fraudulent conversion of sums amounting to £60,000.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Settlement—Death of Tenant for Life—*Re Bridgett and Hayes' Contract.*

Q. 1397. The testator, J.S., died on 16th December, 1877, having by his will appointed G.F. and W.F. to be the trustees and executors, and his will was proved by W.F. alone, the other executor having renounced. Testator devised a freehold property worth about £500 to his trustees upon trust for his housekeeper, E.P., and her husband for their lives and the life of the longer liver of them, and then upon trust to sell the same. The housekeeper, who survived her husband, has been in receipt of the rent of the property for many years and has recently died, viz., on the 14th April, and it seems to us in accordance with the decision of *Bridgett and Hayes* that administration will have to be taken out by the daughter of E.P., and that when this has been done she should assent to the vesting of the real estate in the executors of the late W.F., who died on Christmas Day last, and that they will then be able to execute the trust for sale. Will you kindly let us know whether you agree with this view, and if not, what are the proper steps to take to enable the property to be realised? Owing to the long period that has elapsed, it may not be easy to trace all the beneficiaries.

A. We agree completely with the views expressed, and, in our opinion, the procedure indicated is necessary and correct.

Company—Registration of Mortgage—Mortgagee bound by Restrictions.

Q. 1398. In 1925 A Company purchased from B Company a large plot of freehold land with buildings thereon. A Company entering into a covenant that no buildings erected or to be erected on the land should at any time be used for the purposes of certain trades. Before that time B Company had carried on such trades on the property, but at the time of the conveyance B Company's nearest works were more than one mile from the property purchased, but in the same town. A Company on the date of the purchase effected a charge on the property to secure a considerable sum. This charge was registered with the Registrar of Companies and contained an agreement to give to the lender an effectual legal mortgage of the property. This legal mortgage was afterwards executed.

(1) Does this mortgage need to be registered with the Registrar of Companies? A Company being practically defunct but not wound up, the mortgagee desires to exercise his statutory power of sale.

(2) Must the mortgagee have regard to the covenant when he sells, and is he entitled to the usual covenant by way of indemnity in respect of the covenant from the purchaser?

A. (1) We think so.

(2) The mortgagee must, in our opinion, have regard to the restriction, a lessee with notice being as much bound as a purchaser of the fee simple: *Holloway Brothers* v. *Hill*, 1902, 2 Ch. 612. If on the wording of the covenant the mortgagee would remain liable after conveyance, he is entitled to an indemnity.

Tenant Right—Whether Capital Money or the Property of the Tenant for Life.

Q. 1399. A testator devised a farm to A for life, remainder to B. The personal representatives of the testator will have assented to the property vesting in A. A has granted a lease of the farm to a tenant for some years, and if still alive at the expiration of the term, will probably allow the tenant to remain on an annual tenancy or grant a fresh lease. To whom should the incoming tenant pay tenant right? Is it capital money to be invested by the trustees of the will, or does it belong to the tenant for life? If A the tenant for life should be dead at the expiration of the lease, who should pay the outgoing tenant? It would seem to be unfair that the remainderman should have to pay tenant right on coming into his own property, let without his approval, expecially if he has not received the valuation paid by the incoming tenant. The text books appear to be silent on the point.

A. The policy of the Settled Land Act, 1925, appears to be that all money received, not being rent, shall be treated as capital money. See s. 52 (7) and s. 80 (1). In "Lewin on Trusts," 13th Ed. (1928) p. 1235, foot-note (T) it is pointed out that s. 80 reverses decisions entitling a tenant for life to retain, as casual profit, sums received as damages for dilapidations. Tenant right being a payment of a recurring nature, and not a casual profit, the amount should be treated as capital money. See Everyday Points in Practice, p. 217.

Child Allowance.

Q. 1400. May deduction from income tax be claimed by a parent in respect of a son over sixteen years of age who is apprenticed to the P. & O. Steamship Company? The apprenticeship is four years, a premium was paid by the parent who has also to supply the apprentice (commonly called "cadet") with pocket money, uniforms, clothes, etc., during the whole of the apprenticeship. No payment is made by the P. & O. to the apprentice, who, however, reeeives instructions. The inspector of taxes does not appear to take the point that a ship is not an educational establishment, but states that this deduction is not permissible while apprenticeships of any kind are being served. Is this so?

A. It is thought that no allowance could be obtained in respect of the child referred to in the query. In practice the authorities refuse the relief where a child is undergoing vocational training. The Act, however, gives no specific direction in this respect. So long as the child is receiving full-time instruction at an "educational establishment" the allowance should be given. In the recent case of *Heaslip* v. *Hasemer*, Mr. Justice Rowlatt said that the term "educational establishment" was used in connection with "university" "college" and "school." It would appear, therefore, that a cadet in the P. & O. service could not be regarded as receiving instruction at an "educational establishment." Where there is any doubt as to whether the allowance should be granted, the Commissioners of Inland Revenue are to refer to the Board of Education, and it is suggested that this is a suitable case in which to request a reference to them by the revenue authorities.

Police Test of Motor Cycle Brakes.

Q. 1401. A motorist is stopped by a policeman and is questioned as to whether the brakes on his motor cycle are in working order, and also demands that he should apply the brakes, and that the brakes should be tried in his presence. Has a motorist the right to refuse permission for the police to push or handle his machine?

A. The Motor Cars (Use and Construction) Order, 1904, Art. II (4), merely provides that there shall be two independent brakes in good working order, and does not confer any special powers upon the police for obtaining evidence. The motorist therefore has the right (*a*) to refuse permission for the police to push or handle his machine, and (*b*) to refuse to try the brakes

himself in the presence of the police. Most benches will consider it reasonable to refuse (*a*) above, but unreasonable to refuse (*b*). It should be pointed out, however, that even the latter request is an attempt to shift the onus of proof from the prosecution to the defence, and if the prosecution have no independent evidence from third parties a submission should be made that there is no case to answer.

Manorial Incidents—Extinguishment—Apportionment of Compensation between Lease-holder and Freehold Reversioner.

Q. 1402. It is proposed to extinguish the manorial incidents by way of agreement upon certain copyhold property in this manor. The leasehold interest, that is to say, an unexpired term of sixty years, is vested in A, subject to an annual ground rent of £10 payable to the reversioner, B. The net annual value of the property for the purpose of Sched. A income tax is £100. It is only proposed to extinguish the manorial incidents so far as they affect the leasehold interest (*vide* Manorial Incidents (Extinguishment) Rules, 1925, paras. 3 (4) and 54 (*a*)). The annual borough rent is 2d. The fine on death, alienation and heriot are respectively the same amount. The quit rent is twenty years' purchase of the fine and forfeiture is 20 per cent. of the annual value. The annual borough rent is payable by A and all that B is liable to pay is a fine of 2d. on death or alienation. You will observe that the amount due under the heading of forfeiture is by far the largest payment. The steward and the tenant cannot agree as to the compensation. The steward has based his calculation on the Sched. A tax assessment and contends that as the buildings upon the land belong to the tenant, and inasmuch as forfeiture is fixed at 20 per cent. of their annual value, that by far the greater amount of compensation, where there is a derivative interest, is payable by the lessee. A contends that, in arriving at the annual value of his property, the amount of ground rent that he has to pay to B should be taken into account, but the income tax law in defining the annual value does not say that this should be done. Can you give any idea as to the basis of apportioning compensation moneys between the reversioner and lease-holder ?

A. In the case of voluntary extinguishment no basis of apportionment is laid down. In the case of compulsory extinguishment the Minister is (subject to appeal to the court) empowered to decide the apportionment (the Manorial Incidents (Extinguishment) Rules, 1925, r. 3 (4). We consider it very doubtful whether a mere lessee (who was not admitted) is a "tenant" within s. 18 (*g*) of L.P.A., 1922. We suggest that the Ministry be communicated with, with a view to ascertaining the basis upon which the Minister proceeds in compulsory cases.

Riparian Owner—Rights of Fishing.

Q. 1403. A question has arisen as to what are the respective rights of riparian owners of adjoining banks of a river with regard to rights of fishing. On the one hand, it is argued that the point is governed entirely by what is "medium filum aquæ," and that once this is defined or known neither owner can trespass on the other's moiety or half of the river bed, so that if in times of low water there may be a greater stream running over A's half of the bed than over B's, and, consequently, greater opportunities there for fishing, B has no right to throw his line on the water passing over A's half any more than he has at any other time. The contrary suggestion has been made that a riparian owner's right of fishing extends to wherever the water flows over the river bed, and that he has a joint right of fishing with the owner of the land on the opposite side, even when the river flows temporarily in greater volume on that side than on his own, which really implies that "medium filum aquæ" is of a fluctuating nature. It is submitted that the suggestion first made is the true statement of the law, but your opinion thereon would be much appreciated.

A. It is assumed that the river is a non-tidal one. If so, the presumption, which can only be rebutted by strong evidence to the contrary, is that the soil and the fishing in the water belongs to the adjoining riparian owner *ad medium filum aquæ* (*Lamb* v. *Newbiggin*, 1 Car. & K. 549; *Tracey Elliot* v. *Morley*, 51 Sol. J. 625). Except in the case of a gradual permanent movement of the bed of the river, the original *medium filum* continues to be the boundary. One owner has no right to fish in the opposite owner's half of the river: *Tracey Elliot* v. *Morley*, *supra*. In the last-mentioned case one owner had netted the fish in the other owner's half, but the same principle would apply to angling, and it would be a trespass to throw a fly beyond the centre line.

Contributory Mortgage—One Mortgagee Paid Off—Receipt—Procedure.

Q. 1404. Prior to 1926, a contributory mortgage was executed securing amounts of £800, £200 and £200, and prior to 1926, one of the contributory mortgagees for £200 transferred his interest to one of the other contributory mortgagees for £200. After 1925 the mortgagor paid off the mortgage for £800. Is a receipt endorsed on the mortgage for this amount under L.P.A., 1925, s. 115, appropriate having regard to the wording of the section that it must be a receipt "for all money thereby secured" ? It would appear that a surrender is inappropriate, as it would purport to surrender an undivided share in the mortgaged property.

A. A receipt endorsed on the mortgage is not appropriate to this case, as all the money will not have been paid off. The mortgagee who has been paid off should endorse on the mortgage deed a release in favour of the unpaid mortgagee.

Settled Land—Sale by Executors.

Q. 1405. D.F., who died in November, 1922, made a will by which she appointed her sister, L.F., and her cousin, I.G.F., executors, and directed that all her debts and funeral expenses should be paid as soon as conveniently might be after her decease. After a pecuniary legacy, she gave and devised all her real and personal estate whatsoever and wheresoever unto her sister, the said L.F., so long as she should live, and in the event of her death, gave the whole of her real and personal property to her niece, M.G. L.F. wishes to sell part of the real estate, and the question is which is the best and most economical way of doing it. It is assumed the executors can give a receipt for the purchase money, convey and invest the money, without the necessity of a vesting deed or appointment of trustees under the S.L.A. Is this view correct ?

A. Assuming there was not, prior to 1926, by conduct or otherwise, any assent or conveyance, and that there has been no written assent or conveyance since 1925, a purchaser would, in our opinion, get a good title if the sale was made in the manner suggested, though he would not so far as assents and conveyances prior to 1926 are concerned, obtain the special protection of Ad. of E.A., 1925, s. 36. We do not, however, think that the executors ought to make title in this way, for, as they propose to invest the proceeds of sale, it is clear that the sale is not in due course of administration. It is therefore, recommended that the sale be effected by L.F., as tenant for life, after a vesting assent by the executors in her favour. No appointment of S.L.A. trustees appears to be necessary as the executors are, until other trustees are appointed, the trustees of the settlement (S.L.A., 1925, s. 30 (3)).

Mortgage—Mortgagor's Power of Leasing.

Q. 1406. A, the owner of a farm on which there is a mortgage, desires to grant to a neighbouring owner, B, a lease for ninety-nine years, at an annual rent of £7 10s., of the right to take water from a spring on A's land and to instal a ram and lay pipes for the purpose of supplying water to B's farm. The mortgage was made before the commencement of L.P.A.,

1925. In s. 99 of this Act only agricultural or occupation leases and building leases are mentioned. Can A grant this lease without the concurrence of the mortgagees? In the case in question the mortgagees' security would not be adversely affected, the situation of the spring precluding its use for any other purpose; the proposed grant would constitute an asset to A's property, inasmuch as he would receive £7 10s. a year for water which would otherwise run to waste.

A. Since the proposed lease is not within the L.P.A., 1925, s. 99 (replacing and re-enacting the C.A., 1881, s. 18), the answer to the above question must be in the negative. The lease would not be valid as against the mortgagee without his concurrence.

Sale by Executrix—Title—Chain of Representation.

Q. 1407. A.B. died in 1914, being the owner by assignment of an unexpired term of years in leasehold property, and by his will appointed his wife C.D. sole executrix and gave the leasehold property to her. C.D. died a widow and intestate in 1927 without having proved the will of A.B. and leaving E.F., her daughter, her only next of kin and the only person entitled to her estate. E.F. died in 1928 without having administered the estate of her mother, C.D., and leaving a will appointing X.Y. sole executrix and giving the leasehold property to X.Y. absolutely. Administration with will of the estate of A.B. has been granted to X.Y. March, 1928. Administration to the estate of C.D. has also been granted to X.Y. March, 1928. Probate of the will of E.F. has been granted to X.Y., the executrix, February, 1928. X.Y. has sold the leasehold property, and it is desired to know what, if any, assents (*a*) under the will of A.B. (*b*) under the intestacy of C.D., and/or (*c*) under the will of E.F. are necessary?

A. No assents are necessary. X.Y. is the duly constituted representative of the estates of A.B. and C.D. and executrix and sole beneficiary under the will of E.F.

Mortgage—Power of Sale—Interest due over two Months—Property put up for Sale—Payment of Interest due—Effect.

Q. 1408. A is a mortgagee to whom B owes interest, which is more than two months overdue, and A has instructed an auctioneer to put the mortgaged property up for auction. After this had been done B pays the arrears of interest to A's agent. Is A thereby deprived of the right to proceed with the sale?

A. The questioners should have made it clear whether "this has been done" refers to the instructions, or whether the property has in fact been knocked down at an auction. In neither case has the point raised been the subject of express decision in the last forty-six years (s. 103 (ii) of the L.P.A., 1925, re-enacted s. 20 (ii) of the C.A., 1881), but it is to be observed that the paragraphs in s. 103 are governed by the words "unless and until." If the property has not yet been put up for auction, the word "until" may be satisfied by the previous default, but the payment off of arrears would preclude the condition denoted by "unless" from being satisfied. The opinion is therefore given that in this case the mortgagee cannot sell, but that he can justifiably charge all the auctioneer's or other expenses in connexion with the projected sale against the mortgagor. If, however, the interest was in arrear when the auction was held, the full conditions of prov. (ii) were satisfied, and the sale was good. In either case, of course, the purchaser is safe under s. 104 of the L.P.A., 1925, but, if the sale is not properly authorised under s. 103, the mortgagor may have remedy in damages against the mortgagee. It is, of course, assumed in this answer that A's agent has authority to receive the interest in arrear.

Deed of Arrangement by Partner's Executrix.

Q. 1409. A and B were partners. Their assets were practically nil. A died and his widow X proved his will as sole executrix. A had taken out a policy of assurance for £100 on his life in his own name and his estate was sworn at £106. The partnership creditors have agreed to accept 3s. in the £ (the money to come out of the £100) and to release A's estate and B. To carry this into effect a deed is to be prepared for execution by the creditors, reciting the above circumstances and agreement to accept 3s. It is assumed that such a deed is within the Deeds of Arrangement Act, 1914, and should be registered, and that a debtor's affidavit will be required.

(1) Do you agree that X can join with B in making the debtor's affidavit?

(2) Will any other formalities be required under the Deeds of Arrangement Act, 1914, beyond an affidavit of execution by X and B?

(3) Can you suggest any way by which the matter can be kept out of the scope of the Deeds of Arrangement Act, 1914?

A. The above situation does not appear to be contemplated by the Deeds of Arrangement Act, 1914, or the Rules thereunder of 1915, as no machinery is provided for dealing with such a position. The only alternatives to a deed, such as that proposed above, would be the presentation of a petition (1) by creditors against the firm or the separate estate of A; (2) by B as the surviving partner of the firm, which he would probably not undertake, as he has nothing to lose; (3) by A's executrix for the administration of his estate in bankruptcy. The estate of A would therefore benefit by a deed, which cannot be objected to merely on the ground of novelty. It is not apparent why A's executrix should seek to benefit B, but if willing to allow him to participate in the deed, then (1) X can join with B in the debtor's affidavit; (2) Not under the existing rules, except of course registration: (3) No, unless the deed is outside the definitions in s. 1 of the Act, or is similar to that in *Re Phillips*, 1900, 2 Q.B. 329.

Purchaser and Claim of Vendor's Workman.

Q. 1410. A was a tradesman owning the premises upon which his business was carried on. There was a mortgage on these premises. Some time ago one of his workpeople had an accident and commenced proceedings in the county court for compensation and an award of 7s. 6d. per week was made. Unfortunately the tradesman was not insured against accidents and until about a fortnight ago has paid the 7s. 6d. regularly. His business has dwindled and he found it necessary to close it. He only owed about £200, beyond his liability to the injured workman. The creditors, other than the injured workman, agreed to the property being sold by auction; this was done and a sum was realised about sufficient to cover the mortgage, costs and the debts of the creditors, apart from the injured workman. The question arises:—

(1) If the purchaser takes a conveyance from the tradesman, will his title be in order, or will it be liable to be impeached in case bankruptcy proceedings were taken by the injured workman? We enclose a form of letter which was sent out to the creditors.

(2) What is the best way of dealing with the injured workman? It is thought that he is earning as much, or more now, than he did before the accident; he is not now in the employ of the tradesman. If a lump sum could be agreed upon, the whole of the debts could be put together and a composition paid on them. Could this be done by means of a deed of assignment, or would bankruptcy proceedings have to be taken in order to protect the tradesman from further claims by the workman? If the sale of the premises is completed the tradesman's solicitors will retain the money for the benefit of the creditors until some satisfactory agreement is come to.

A. The circular letter to creditors was an act of bankruptcy within the Bankruptcy Act, 1914, s. 1 (*h*). If aware of it, the purchaser has notice of an available act of bankruptcy, and cannot safely complete by reason of s. 45 of the above Act. If unaware of it, the purchaser's title will be in order if

completion takes place before a receiving order is made. Application should be made to the county court for a review of the weekly payments under the Workmen's Compensation Act, 1925, s. 11, and if a lump sum cannot then be agreed, application should be made for redemption by a lump sum under s. 13. This amount will be one of the debts which must be paid in full, in priority to all others, under s. 7 (3) of the latter Act. As the workman would have a right to be paid in full in bankruptcy, any deed of assignment would have to make a similar provision in order to protect the tradesman from further claims by the workman. If the solicitors retain the purchase money as proposed, they will constitute themselves trustees for the creditors, and a proper deed of assignment might just as well be executed before the conveyance. By taking a conveyance from the trustee, instead of from the vendor, the purchaser will get a good title.

Legal Parables.

VIII.

The Advocate who Won his Cases.

There was once a solicitor who had a good general practice in a large town. He knew about as much law as Necessity; but he kept two highly efficient conveyancing clerks, several junior clerks and a managing clerk who managed exceedingly well.

Mr. Fox-Wylie (for that was his name) was fond of advocacy, and, as he often said, he had found out in the course of a long life that there were more ways of winning a case than cramming a lot of law. "Study your Bench, my boy," he used to tell a younger practitioner, "and never waste time." And "Can't you see you're wearying their Worships?" was a frequent remark to an adversary. And as he was a jolly old fellow whom everybody liked he very often got away with it, as the saying goes.

But the case of Mr. Potts for infringing the licensing law looked so hopeless that even Mr. Fox-Wylie shook his head over it, especially when he heard that there were no witnesses for the defence. The managing clerk said he thought perhaps even that might be managed if a few of his own friends——. Here Mr. Fox-Wylie silenced him sternly, and said he would countenance no perjury or roguery in his office. Later, however, when the disconsolate client had left, they held further consultation.

On the appointed day the case came before the stipendiary, who was, like Mr. Fox-Wylie, an enthusiastic cricketer. He was also businesslike, and boasted that he never adjourned a case for want of time. There was a most attractive match drawing to its exciting end that very afternoon. It was an open secret that everybody wanted to finish early. Every Englishman is properly proud of his love of cricket, the national game upon which our greatness is founded. (We say less about tennis, because of the French.) So things moved quickly. The solicitor for the police opened the case as a bad one. He spoke more in sorrow than in anger, and negatived all possibility of a defence. He called his evidence. Mr. Potts wept silently. The magistrate stirred in his seat, looked at the clock. "Well, Mr. Fox-Wylie?" he said.

Mr. Fox-Wylie rose slowly. "As you know, sir," he said, "I never waste time. I must, however, claim a little indulgence in a case that is of the utmost importance to my client, whose livelihood is at stake. This case will take time. I have twelve witnesses to call. I beg your Worship's pardon?" he added, as strange exclamations sounded from the bench.

"Pray go on!" said the stipendiary, looking first at the clock and then at his watch.

"Twelve witnesses," repeated the advocate, "and some rather lengthy I am afraid. However, I have a short submission to make first."

"Ah, thank you! By all means. Let me hear the short submission," said the magistrate eagerly.

"Simply, sir, that there is no case to answer. It would, I suggest, be a mere waste of time," and he proceeded in a few words to asperse the character of the police evidence.

"Quite so! Quite so! I need not call for your witnesses," said the magistrate. "Dismissed."

The managing clerk led forth a procession of twelve respectably dressed men who had been sitting in the hall of the court. He smiled darkly.

'What on earth——" began the solicitor to the police, when old Mr. Fox-Wylie interrupted him.

"Advocacy, my dear boy," he said, "is something more than law. There are more ways of winning a case than quoting authorities or even calling evidence." "Lex."

Correspondence.

Mortgage. Friendly Society. Receipt.

Sir,—We have received your letter of the 27th ult., enclosing reply to our query (see 72 Sol. J. 609), for which we are grateful, although it contains nothing which reconciles us to the use of a receipt operating under L.P.A., 1925, s. 115, in the generality of cases, and we therefore still believe that, as a rule, procedure which has effect by virtue of s. 116 of L.P.A., 1925, is preferable.

The two reasons given by the reply for preferring a receipt under s. 115 are, in ordinary cases, good in theory, but we think that in practice they are worthless. There is a remedy without the covenant for any ill which is covered by the covenant, and if the mortgagee is a person of substance he can be compelled to make good his defaults. If, however, he is a worthless person in the material sense his covenant is an empty husk. As to the other reason, we think that, inasmuch as the statute has provided for the cessation of a mortgage by virtue of s. 116 of the L.P.A., 1925, one is entitled to employ this procedure, and that no better evidence can be required by anybody than the usual evidence of a simple receipt for the money and a memo. of satisfaction evidenced on the mortgage deed.

12th September. E. H. & Sons.

Sir,—I agree that perhaps too much importance need not be attached to the loss of the implied covenant, but I do think that the inferiority of a simple receipt from the point of view of evidence is quite a serious matter. A mortgagor who accepted a simple receipt would "be under the onerous obligation of satisfying any subsequent purchaser or mortgagee that in fact all money secured by the mortgage had been discharged; for a mere receipt is only *primâ facie* evidence of payment and can be contradicted or varied by parol evidence." I quote this passage from "Rose's Conveyancing Precedents," p. 104, note 1. Your Contributor.

NOTES OF CASES.

High Court—Chancery Division.

Earl of Ellesmere *v.* Wallace.

Clauson J. 18th, 19th and 31st July.

Wager—Racing—Entrance for Sweepstakes—Recovery of Entrance Fees—Gaming—Gaming Act, 1845, 8 & 9 Vict., c. 109, s. 18.

The plaintiff, as senior steward of the Jockey Club, on behalf of himself and other members of the club, asked, in this test action, for a declaration that the defendant was liable to pay two sums of £2 each, being respectively part of the entrance fee

for one, and the whole of that for another, race for which the defendant had nominated a horse which did not run. The action was brought because the defendant would not pay.

CLAUSON, J., said that, by the nominations of the defendant, contracts had been constituted between the defendant and the Club. In *Diggle* v. *Higgs*, 1877, 2 Ex. Div. 422, it was decided that the proviso to s. 18 of the Gaming Act, 1845, applied only to such subscriptions or agreements to subscribe to a prize for the winner of a "lawful sport" as did not constitute wagering contracts. In the present case, each party—the Club and the defendant—stood to win or lose. The contracts were simply between the Club and the defendant, and the court would not inquire, in such cases as this, into matters *dehors* the contract, or into motives to contradict the unenforceable character of the contract appearing in its terms. The action would be dismissed.

COUNSEL: *The Hon. Geoffrey Lawrence*, K.C., and *Theobald Mathew*, for the plaintiff; *Archer*, K.C., and *Giveen*, for the defendant.

SOLICITORS: *Charles Russell & Co.; Andrew, Wood, Purves and Sutton.*

[Reported by K. R. A. HART, Esq., Barrister-at-Law.]

Societies.

The Law Society.

SCHOOL OF LAW,

The autumn term will open on the 26th inst. The subjects to be dealt with during the term will be, for Intermediate students: (i) Public Law (Mr. Segar); (ii) Law of Property in Land (Mr. Radcliffe and Mr. Wade); (iii) Obligations (Contract and Tort) (Mr. Landon and Mr. Segar); (iv) Trust Accounts (Mr. Rowland). The subjects for Final students will be: (i) Law of Property (Mr. Radcliffe); (ii) Company Law and Bankruptcy (Mr. Tillard); (iii) General Principles of Contract (Mr. Chorley). There will also be a course on Conveyancing and Probate (Mr. Danckwerts); but only those students who took the course on the Law of Property during the summer term should take Conveyancing and Probate in the autumn term. There will also be courses on Equity (Mr. Danckwerts) and Common Law (Torts) (Mr. Gahan) for Honours and Final LL.B. students, and on Constitutional Law (Mr. Wade), and Roman Law (Mr. Landon), for Intermediate degree students.

The courses on the Law of Property in Land and on Obligations (Contract and Tort) will be taken in the morning (10 a.m. to 12 noon) and in the afternoon (4 p.m. to 6 p.m.). *Students must notify the Principal's Secretary before 27th inst., if they wish to attend the afternoon in preference to the morning lectures and classes.*

Students can obtain copies of the detailed time-table and of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary.

The Principal (Mr. G. R. Y. Radcliffe) will be in his room at the Society's Hall on the following days, for the purpose of advising students on their courses of study for the term:—

Wednesday, 26th inst., 10.30 a.m., to 12.30 p.m., and 2 p.m. to 5 p.m.—Intermediate students.

Thursday, 27th inst., 10.30 a.m., to 12.30 p.m., and 2 p.m. to 5 p.m.—Final and Degree students.

DOCTORS AND LUNACY LAW.

There was a long and interesting discussion on the amendment of the Lunacy Law at the annual meeting of the British Medical Association. It covered a good deal of ground, but the matter of most vital interest to the profession was the liability of doctors in the signing of lunacy certificates. It was pointed out in the debate at Cardiff that the Royal Commission had negatived the idea of giving the doctor the status of a mere witness, and the Commission equally discountenanced the idea that certification should be in all cases a judicial process. However, in the end, the meeting recorded its opinion "that the judicial authority *when it intervenes* shall accept responsibility for the detention of persons of unsound mind." What we really want is a Lunacy Reform Bill.

Rules and Orders.

THE COUNTY COURT FEES (AMENDMENT) ORDER, 1928.
DATED AUGUST 21, 1928.

The Lord Chancellor and the Treasury, in pursuance of the powers and authorities vested in him and them respectively by section 165 of the County Courts Act, 1888* as amended by the County Courts Act, 1924,† section 2 of the Public Offices Fees Act, 1879,‡ and sections 237 and 238 of the Companies (Consolidation) Act, 1908,§ do hereby, according as the provisions of the above-mentioned enactments respectively authorise and require him and them, make, concur in and sanction the following Order:—

1. After paragraph 1 of the County Court Fees Order, 1925,¶ (hereinafter called the principal Order) the following paragraph shall be inserted, and shall stand as paragraph 1A:—

"1A. Where a party is proceeding in a County Court under the Rules relating to proceedings by and against poor persons, the fees which, but for the provisions of this paragraph, would have been payable by him in the first instance in pursuance of this Order shall not be payable:

"Provided that where the poor person gives a notice of demand for a jury, nothing in this paragraph shall excuse him from any obligation to pay or deposit any sum required for the jurors' fees."

2. After Fee No. 45 (ii) in the Schedule to the principal Order, the following fee shall be inserted and shall stand as Fee No. 45 (iii):—

Description of Proceeding.	Amount of Fee.
"(iii) On the hearing of an application by the judge	£1

3. After Fee No. 45A in the Schedule to the principal Order the following cross-heading shall be inserted:—

"*The Landlord and Tenant Act*, 1927."

and the following fees shall be inserted and shall stand as Fee No. 45B:—

No. of Fee.	Description of Proceeding.	Amount of Fee.
45B ..	(i) On the consideration of the referee's report in an action	Fee No. 13.
	(ii) On filing a summons under Order 50B, Rule 16	10*s.*
	(iii) On the hearing by the judge of a summons under Order 50B, Rule 16	£1.
	Where the summons is referred, this fee is payable on the consideration of the referee's report.	

4.—(1) This Order may be cited as The County Court Fees (Amendment) Order, 1928.

(2) The principal Order as amended by the County Court Fees (Amendment) Order, 1926,‖ and the County Court Fees (Amendment) Order, 1927,** shall have effect as further amended by this Order.

(3) This Order shall come into operation on the 10th day of September, 1928.

Dated this 21st day of August, 1928. *Hailsham*, C.
F. George Penny | Lords Commissioners of His
George Bowyer | Majesty's Treasury.

* 51–2 V. c. 43. † 14–5 G. 5. c. 17. ‡ 42–3 V. c. 58. § 8 E. 7. c. 69.
¶ S.R. & O. 1925 (No. 1234) p. 188. ‖ S.R. & O. 1926 (No. 1626) p. 354.
** S.R. & O. 1927 (No. 327) p. 315.

THE BANKRUPTCY FEES ORDER, 1928.
DATED 30TH AUGUST, 1928.

I, Douglas McGarel Lord Hailsham, Lord High Chancellor of Great Britain, by virtue of section 133 of the Bankruptcy Act, 1914,(*) and all other powers enabling me in this behalf, do hereby, with the sanction of the Lord Commissioners of His Majesty's Treasury, order as follows:—

1. Table C of the Bankruptcy Fees Order, 1920,(†) shall be revoked and the Table in the Schedule to this Order shall be substituted therefor.

2. This Order may be cited as the Bankruptcy Fees Order, 1928, and shall come into operation on the 1st day of October, 1928, and the Bankruptcy Fees Order, 1920, as amended by the Bankruptcy Fees Order, 1923,(‡) and the Bankruptcy Fees (Amendment) Order, 1923,(§) shall have effect as further amended by this Order.

Dated the 30th day of August, 1928. *Hailsham*, C.
David Margesson | Lords Commissioners of
George Bowyer | His Majesty's Treasury.

(*) 4–5 G. 5. c. 59. (†) S.R. & O. 1920 (No. 625) I, p. 196.
(‡) S.R. & O. 1923 (No. 832) p. 101. (§) S.R. & O. 1923 (No. 1254) p. 104.

SCHEDULE.
TABLE C.
Fees taken in Cash.

	£	s.	d.
1.—(i) For serving a bankruptcy notice, bankruptcy petition, or subpœna, or an order not serviceable by post	0	7	6
(ii) For serving an order serviceable by post	0	1	6
Note.—These fees include the making of the affidavit of service, but not the payment or stamp duty for the oath.			
2. For executing a search warrant, or a warrant of seizure, apprehension, or committal, or an order of commitment	0	15	0
3.—(i) For keeping possession under a warrant, for each day the man is actually in possession	0	10	0
(ii) For an affidavit of possession being actually kept, if required	0	2	6
Note.—This fee does not include the payment or stamp duty for the oath.			
4. Where a bankruptcy officer of the Supreme Court or a bailiff of a County Court is required to travel to the place of possession, or to serve or execute a process mentioned in Fee No. 1 or Fee No. 2 or for any other purpose specially directed by the Court—			
(i) for his travelling, the amount actually, and reasonably expended in travelling,			
(ii) for his time, where distance exceeds 10 miles, per day	0	12	6
(iii) for his expenses—			
(*a*) when absent for not less than 10 hours	0	2	6
(*b*) when absent for a night	0	7	6
Note.—Fee No. 4 (iii) (*b*) *covers a period of* 24 *hours, and Fee No.* 4 (iii) (*a*) *is not payable in respect of time included in a period in respect of which Fee No.* 4 (iii) (*b*) *is payable.*			
5. Where a registrar or high bailiff is required to perform any duties away from his office—			
(i) for his travelling, the amount actually and reasonably expended in travelling,			
(ii) for his time, per day	2	0	0
(iii) for his expenses—			
(*a*) when absent for not less than 10 hours	0	8	4
(*b*) when absent for a night	1	5	0
Note.—Fee No. 5 (iii) (*b*) *covers a period of* 24 *hours, and Fee No.* 5 (iii) (*a*) *is not payable in respect of time included in a period in respect of which Fee No.* 5 (iii) (*b*) *is payable.*			
6. On the hearing of a public examination in a County Court—			
(i) in a summary case	0	6	0
(ii) in any other case	0	8	0
Note.—This fee is not payable more than once under each receiving order.			

Legal Notes and News.

THE RATING AND VALUATION (APPORTIONMENT) ACT, 1928.

The rating authorities throughout England and Wales are now engaged in making preparations for the classification and listing of the properties which will ultimately obtain complete or partial relief from rates under the Government's scheme of rating reform. The properties affected are "agricultural," "industrial" and "freight-transport" hereditaments. Agricultural hereditaments consist of agricultural land and agricultural buildings (other than farm-houses and farm cottages). Industrial hereditaments are mines and mineral railways and, subject to certain exceptions, factories and workshops under the Factory and Workshop Acts. Freight-transport hereditaments are canals, docks and railways used for the conveyance of public merchandise.

The first stage in carrying out the Government's scheme of rating reform was the imposition of the petrol tax, which will be the chief source used to finance the scheme. The third stage will be the introduction in the autumn of the Local Government Bill, which will authorise the actual rating relief of the properties and will also effect those changes in local government finance and administration which are rendered necessary by that relief. The intermediate stage is the classification, and apportionment of value, of the properties eligible for relief, and this, which was inaugurated by the passing of the Rating and Valuation (Apportionment) Act, 1928, was carried a stage further by the recent issue of Statutory Rules and a circular and memorandum by the Ministry of Health.

The general procedure laid down by the Act and the Rules is that a special valuation list is to be drawn up by each rating authority showing such particulars with regard to agricultural, industrial and freight-transport properties as will be sufficient to distinguish these properties from other rateable properties and to show the proportion of the value of the properties which is eligible for the special rating relief.

Agricultural properties will be included in the special lists without any action on the part of the occupiers or owners; but in the case of all the other properties affected, the making of a claim by the occupier is a condition precedent to the inclusion of the premises in the list. Public notice is to be given by the rating authorities of their intention to begin the preparation of the special lists, and of the necessity for making claims in the case of industrial and freight-transport hereditaments.

Forms on which the claims are to be made will be supplied by the rating authority and the claims must be submitted, in the case of industrial properties and in the case of freight-transport properties in the occupation of private persons, before the 16th October next, and, in the case of freight-transport properties in the occupation of railway companies, canal companies and statutory dock authorities, before the 1st February, 1929. Failure to claim in time will mean omission from the preliminary list, and the only course then open will be the more elaborate procedure of formal objection or proposal for amendment before the Assessment Committee in respect of the list as deposited or as approved. It is therefore obviously in the interests of the persons affected that the claims should be received by the Rating Authorities before the appropriate date. Since claims in respect of industrial hereditaments and freight-transport hereditaments in the occupation of private persons have to be submitted before the 16th October, the persons affected should lose no time in applying for forms of claim from the local rating authority and taking all steps to complete their claims as early as practicable before that date.

JUSTICES' JUSTICE IN GIBRALTAR.

Societies which appeal in England for funds for the benefit of animals in foreign countries are reminded by "Truth," that there is plenty of scope for their efforts within the British Empire. A case in point is a charge of cruelty to a cab-horse which was recently heard in the Gibraltar Police-court. A Spanish cab-driver was charged with cruelly working a horse while it was suffering from lameness and general debility and it was stated in court that the animal was "in a most pitiful condition." After hearing the evidence of a veterinary surgeon, the magistrates fined the offender 1s. and 5s. costs. This is reminiscent of the bad old days in England, when inhumanity was punished with the same sort of leniency. The two justices of the peace who tried the Spanish cab-driver obviously do not consider cruelty a serious matter.

INTEREST UNDER THE MONEYLENDERS ACT.

In some remarks on the Moneylenders Act at Clerkenwell Police-court last week, says "Truth," the magistrate, Mr. R. E. Dummett, suggested that a table should be prepared showing what is the limit of interest chargeable on small loans borrowed weekly or monthly. There is, of course, no limit of interest for either small or large loans. All that the Act does is to say that any interest above the rate of 48 per cent. per annum shall be deemed to be excessive—unless the contrary is proved to the satisfaction of the court. On the other hand, the court is not bound to allow 48 per cent., but may at its discretion cut the interest down to as low a rate as it pleases. No doubt many lenders of small amounts have great difficulty in calculating the rate of interest in accordance with the rule set out in the First Schedule to the Act. The process is so complicated.

THE LANDLORD AND TENANT ACT, 1927.

In view of the importance attaching to claims for compensation for improvements under the above Act, we should like to draw the attention of our readers to the article by Mr. S. P. J. Merlin, barrister-at-law, appearing on p. 620 hereof, entitled: "The Position of a Landlord." The first article ("The Position of a Tenant") appeared in our issue of 1st inst., copies of which may be obtained at the offices of THE SOLICITORS' JOURNAL, 29 Breams-buildings, E.C.4.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs furniture, works of art, bric-a-brac a speciality.

Long Vacation, 1928.

NOTICE. (No. 2.)

During the remainder of the Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice Maugham.

COURT BUSINESS.—The Hon. Mr. Justice Maugham will, until further notice, sit in The Lord Chancellor's Court, Royal Courts of Justice, at 10.30 a.m., on Wednesday in each week for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made :—

1.—Counsel's certificate of urgency or note of special leave granted by the Judge.

2.—Two copies of notice of motion, one bearing a 10s. impressed stamp.

3.—Two copies of writ and two copies of pleadings (if any).

4.—Office copy affidavits in support, and also affidavits in answer (if any).

No case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested, when the application has been disposed of, to apply at once to the Judge's Clerk in Court for the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a Minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows :—" Chancery Official Letter : To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ must also be sent.

The Papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar—Mr. Jolly (Room 180).

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice Maugham will, until further notice, sit for the disposal of King's Bench Business in Judge's Chambers at 11 a.m. on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 12th and 26th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 19th September and the 3rd October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

ROYAL COURTS OF JUSTICE,
September, 1928.

Points in Practice.

Special arrangements have been made to continue to deal promptly with all Points in Practice submitted during the Vacation. Subscribers will, however, greatly facilitate matters by condensing the questions as much as possible, consistent with an accurate statement of the facts.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 27th September, 1928.

	Middle Price 19th Sept.	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	86⅝	4	12	6	—		
Consols 2½%	55½	4	10	0	—		
War Loan 5% 1929-47	102⅝	4	17	0	4	17	6
War Loan 4½% 1925-45	98½	4	11	0	4	14	0
War Loan 4% (Tax free) 1929-42	99⅞xd	4	0	0	3	19	6
Funding 4% Loan 1960-1990	90	4	9	0	4	11	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94	4	5	6	4	7	6
Conversion 4½% Loan 1940-44	99¼	4	11	0	4	13	0
Conversion 3½% Loan 1961	77⅛	4	11	0	—		
Local Loans 3% Stock 1921 or after	64½	4	13	0	—		
Bank Stock	262	4	13	0	—		
India 4½% 1950-55	94	4	16	0	4	19	6
India 3½%	71	4	19	0	—		
India 3%	61	4	18	0	—		
Sudan 4½% 1939-73	96	4	14	0	4	15	0
Sudan 4% 1974	87	4	12	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	84	3	12	0	4	8	0
Colonial Securities.							
Canada 3% 1938	86½	3	10	0	4	16	0
Cape of Good Hope 4% 1916-36	94xd	4	5	0	4	19	6
Cape of Good Hope 3½% 1929-49	82	4	5	6	4	18	6
Commonwealth of Australia 5% 1945-75	99	5	1	0	5	2	0
Gold Coast 4½% 1956	95	4	14	6	4	17	6
Jamaica 4½% 1941-71	93xd	4	17	0	4	17	6
Natal 4% 1937	93	4	6	0	5	0	0
New South Wales 4½% 1935-45	91	4	19	0	5	7	0
New South Wales 5% 1945-65	100	5	0	0	5	3	0
New Zealand 4½% 1945	97	4	14	0	4	17	6
New Zealand 5% 1946	104	4	16	0	4	14	0
Queensland 5% 1940-60	98	5	2	0	5	0	6
South Africa 5% 1945-75	104	4	16	0	4	16	0
South Australia 5% 1945-75	99	5	1	0	5	2	0
Tasmania 5% 1945-75	101	4	19	0	5	0	0
Victoria 5% 1945-75	100	5	0	0	5	0	0
West Australia 5% 1945-75	98	5	2	0	5	2	6
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	65	4	13	0	—		
Birmingham 5% 1946–56	103	4	17	0	4	15	0
Cardiff 5% 1945–65	102	4	18	0	4	16	6
Croydon 3% 1940–60	70	4	5	0	4	16	0
Hull 3½% 1925–55	77½	4	10	6	5	0	0
Liverpool 3½% Redeemable at option of Corporation	75	4	13	0	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4	12	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4	13	0	—		
Manchester 3% on or after 1941	65	4	12	0	—		
Metropolitan Water Board 3% 'A' 1963–2003	65	4	12	0	4	12	6
Metropolitan Water Board 3% 'B' 1934–2003	66	4	11	0	4	12	6
Middlesex C. C. 3½% 1927–47	84	4	3	6	4	17	0
Newcastle 3½% Irredeemable	74	4	14	6	—		
Nottingham 3% Irredeemable	65	4	12	0	—		
Stockton 5% 1946–66	102	4	19	0	4	19	0
Wolverhampton 5% 1946–56	104	4	16	6	4	19	9
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	81½	4	18	0	—		
Gt. Western Rly. 5% Rent Charge	98½	5	1	6	—		
Gt. Western Rly. 5% Preference	93	5	7	0	—		
L. & N. E. Rly. 4% Debenture	75	5	6	0	—		
L. & N. E. Rly. 4% Guaranteed	69	5	14	0	—		
L. & N. E. Rly 4% 1st Preference	58	6	18	0	—		
L. Mid. & Scot. Rly. 4% Debenture	80	5	0	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	76	5	5	0	—		
L. Mid. & Scot. Rly. 4% Preference	68	5	16	0	—		
Southern Railway 4% Debenture	80	5	0	0	—		
Southern Railway 5% Guaranteed	97	5	3	0	—		
Southern Railway 5% Preference	88	5	13	6	—		

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E.," Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

CARETAKER. Ex-Officer, married, excellent references, age 47, experienced, requires post as caretaker. 2733

RESERVE Officer, 43, desires employment. Good education; fit; married; four children. Any position of trust. Clerical ability. Highest references. 622

CARETAKERS.—Ex-Officer and wife require post as caretakers from October 6th, when present post of a similar nature terminates. For any period in or near London. 2085

JOURNALISTIC, secretarial or other appointment desired by ex-journalist, recognised expert and manager agri-horticultural industries. Research worker, leader writer, literary and art critic; knowledge advertising and publicity, old book trade, cataloguing, etc. 9553

SECRETARIAL, Ex-R.N.V.R. officer, with experience in organising and representative work, requires post in secretarial capacity or any position where tact and initiative essential. Would travel; fluent French; highest references. 9533.

CAPTAIN, Ranker, R.A., 40, travelled and experienced in business, held responsible position in near East, desires post as representative, or companion-secretary or similar capacity. Can fill any position; highest possible references. 9253.

PRACTICES AND PARTNERSHIPS.

SOLICITOR desires Partnership, with or without preliminary clerkship, or succession. Preferably in North of England. Conveyancing, probate and general practice. Good experience with large north country firm.—"P." Box 531, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTICE FOR SALE. — Old-established Solicitors' practice in country town for Sale. Immediate. Easy terms. Full particulars of Read & Owles, Estate Agents, Bungay, Suffolk.

ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FIRM of Chartered Accountants are prepared to purchase an accountancy practice, or arrange with practitioner retiring.—"W," Box 519, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR with substantial practice wishes to amalgamate with busy Solicitor or firm in the City. Reply "J.G.," Box 512, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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